

ORDINANCE NO. 08-08

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING A WARRANTY DEED FROM MR. # 5 , LLC, A FLORIDA LIMITED LIABILITY COMPANY, CONVEYING A TRIANGULAR-SHAPED VACANT PARCEL OF LAND TO THE CITY OF HIALEAH, FLORIDA CONSISTING OF APPROXIMATELY 0.510 ACRES IN CONSIDERATION OF \$10.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, A COPY OF THE WARRANTY DEED IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1". **PROPERTY LOCATED ON THE NORTHWEST CORNER OF THE HIALEAH/HIALEAH GARDENS CONNECTOR ROAD AND ON THE NORTH SIDE OF WEST 68 STREET (NW 122 STREET), HIALEAH, FLORIDA.** REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner offered to donate the property to the City of Hialeah consisting of approximately 0.510 acres of vacant land to be used for a public purpose; and

WHEREAS, the City of Hialeah finds that it in its best interest to accept this offer of land for future use as an entrance feature to the City and green space.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts a warranty deed from Mr. # 5, LLC, a Florida limited liability company, conveying to a triangular-shaped vacant parcel of land to the City of Hialeah, Florida consisting of approximately 0.510 acres in consideration of \$10.00 and other good and valuable consideration, a copy of which is attached hereto and made a part hereof as Exhibit "1". Property located on the northwest corner of the Hialeah/Hialeah Gardens Connector Road and on the north side of West 68 Street (NW 122 Street), Hialeah, Florida.

Section 3: **Repeal of Ordinances in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: **Penalties.**

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: **Severability Clause.**

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 22nd day of January, 2008.


THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.



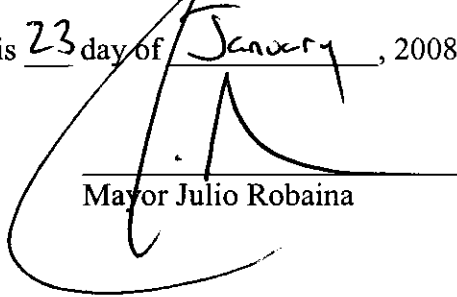
Esteban Boyo
Council President

Attest:

Approved on this 23 day of January, 2008.



Rafael E. Granado, City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Ordinance was adopted by a 6-0-1 vote with Councilmembers Bovo, Casals-Muñoz, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes" and Councilmember Caragol absent.

Prepared By and Return To:
Felix M. Lasarte, Esq.
Holland & Knight, LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

CFN 20080154294
OR Bk 26233 Pgs 0255 - 259; (5pgs)
RECORDED 02/26/2008 09:48:37
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Folio No.: #04-2028-001-0712

WARRANTY DEED

This Warranty Deed is executed this 1st day of January, 2008, by MR #5, LLC, a Florida Limited Liability Company, hereinafter referred to as the "grantor", to the CITY OF HIALEAH, a Florida Municipal Corporation, whose post office address is: 501 Palm Avenue, Hialeah, FL 33010, hereinafter called the "grantee":

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the grantor, for and in consideration of the sum of Ten (\$10.00), and other good and valuable consideration, in hand and paid by said grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County of Miami-Dade, State of Florida, to-wit:

That portion of the South 1/2 of Tract 23, of "CHAMBERS LAND COMPANY SUBDIVISION", according to the Plat thereof as recorded in Plat Book 2, Page 68, of the Public Records of Miami-Dade County, Florida, lying in the SW 1/4 of Section 28, Township 52 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 28, the Standard Plane Rectangular Coordinates for the East Zone of Florida for said point being X=711739.45, y=563973.12; thence run N89°36'02"E along the South line of said Section 28 for a distance of 1198.56 feet to the point of intersection with the arc of a circular curve concave to the Northwest, the center of which bears N54°16'50"W from said point of intersection; thence run Northeasterly, along the arc of said circular curve concave to the Northwest, having a radius of 1859.86 feet, through a central angle of 06°29'28", for an arc distance of 210.70 feet to the point of intersection with the West line of said Tract 23 said point being the Point of Beginning of the herein described parcel, the center of which bears N60°46'18"W from said point of Beginning; thence continue Northeasterly along the arc of said circular curve concave to the Northwest, having a radius of 1859.86 feet, through a central angle of 9°01'35" for an arc distance of 293.00 feet to a point, the center of which bears N69°47'53"W from said point; thence run N70°43'05"W for a distance of 144.72 feet to the point of

5 11-21-08
[Signature]

intersection with the West line of said Tract 23; thence run S02°35'42"E along the aforementioned West line of Tract 23 for a distance of 314.00 feet to the Point of Beginning. Containing a net area of 0.510 acres more or less.

SUBJECT TO unpaid taxes for 2008, and all subsequent years, and to easements, restrictions, applicable zoning, reservations and limitations of record, if any. Grantor warrants and represents that this property is not his homestead.

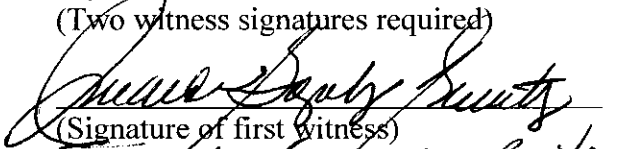
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

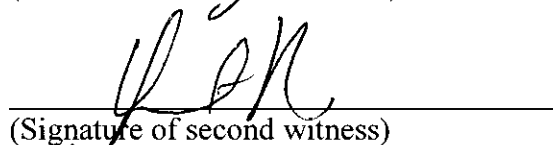
TO HAVE AND TO HOLD the same in fee simple forever.

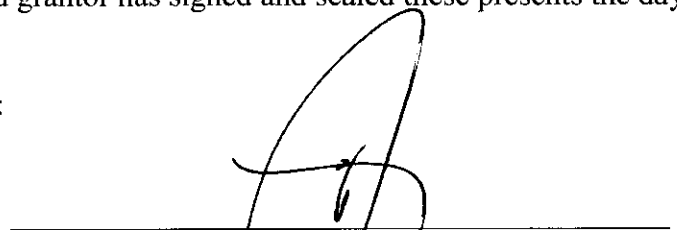
And the said grantor will only warrant and forever defend the right and title to the above described property unto the said grantee against the claims of those persons claiming by, through or under grantor, but not otherwise.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of :
(Two witness signatures required)


(Signature of first witness)
Juanada Gonzalez Benitez
(Printed name of first witness)


(Signature of second witness)
Yanet Hernandez
(Printed name of second witness)

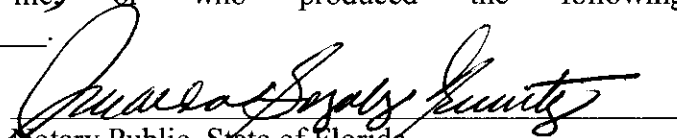

(Signature of Grantor)
Luis Machado, Manager for MR #5, LLC
a Florida Limited Liability Company
(Printed Name of Grantor)

Address of Grantor:
P. O. Box 520682
Miami, FL 33152-0682

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, a Notary Public, this 1st day of January, 2008, by Luis Machado, As Manager for MR #5, LLC, a Florida Limited Liability Company, (who is personally known to me) or who produced the following identification: _____.




Notary Public, State of Florida
Juanada Gonzalez Benitez
Printed Name of Notary Public
My Commission Expires: _____

OPINION OF TITLE

To: CITY OF HIALEAH

With the understanding that this Opinion of title is furnished to the CITY OF HIALEAH, it is hereby certified that I have examined Attorneys' Title Insurance Fund, Inc. Title Policy to Insure Title under Fund File No. OPM-1175923 covering the period from the beginning to January 23, 1996, at 7:50 am together with Attorneys' Title Insurance Data Services, Inc. certified title update through November 25, 2007, at 11:00 pm, inclusive of the following described property:

SEE EXHIBIT "A"

Basing my opinion on said Abstract or Title Policy covering said period, I am of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in:

MR #5, LLC., A LIMITED LIABILITY COMPANY

Subject to the following encumbrances, liens and other matters:

A. Encumbrances or liens: None.

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of person other than the above owners who are vested in title.
3. Facts that would be disclosed upon examination of an accurate survey.
4. Any unrecorded labor, mechanics' or materialmens' liens.
5. Zoning and other restrictions imposed by governmental authority.

SPECIAL EXCEPTIONS


1. Restrictions, conditions, reservations, easements, and other matters contained in the Plat of Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68.
2. Easements contained in instrument recorded on November 27, 1963 and recorded in Official Records Book 3915, Page 517.

3. Declaration of Restrictions recorded in Official Records Book 25703, Page 610, of the Public Records of Miami, Dade County, Florida.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 6th day of December, 2007.

HOLLAND & KNIGHT, LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131
305-789-7580

By: 
Felix M. Lasarte, Esq.
Florida Bar No. 0020567

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6th day of Dec, 2007, by Felix M. Lasarte, Esq., who is personally known to me.

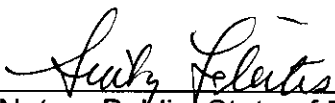

Notary Public, State of Florida
My Name, Commission No. & Expiration:



EXHIBIT "A"**LEGAL DESCRIPTION**

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